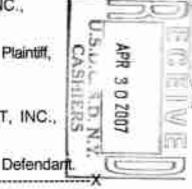




Plaintiff,

against -

CUMMINGS TRANSPORT, INC.,



CIVIL COMPLAINT IN ADMIRALTY

Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant CUMMINGS TRANSPORT, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

- This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.
- At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.
- Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
- 4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

- Thereafter, the said goods were transported to the ports of Case 1:07-cv-03403-HB Document 1 Filed 04/30/2007 destination and delivered to the consignee and/or its agents. Page 2 of 5
- Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.
- Defendant has failed and refused and continues to fail and to refuse to remit the \$7,617.00 due, although duly demanded.
- By reason of the foregoing, plaintiff has sustained damages in the amount of \$7,617.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

- For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.
- That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.
- 3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York April 30, 2007

> LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES

By

Albert J. Availone

Attorneys for Plaintiff

ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC. 551 Fifth Avenue, Suite 1625 New York, NY 10176

(212) 696-1760

SCHEDULE A
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Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, detendant CUMMINGS TRANSPORT, INC. was and still is a corporation organized and existing under the laws of the State of Illinois, with offices and a place of business at 1017 W. 48th St., Chicago, IL 60609, with an agent for service of process, Carmen Cummings, at the corporate address and at 4556 S. Calumet, Suite 3B, Chicago, IL 60653.

II. <u>Particulars</u>:

 Bill of Lading No. ZIMUORF179674, dated January 13, 2007, from Chicago to Cotonou <u>via</u> Norfolk on the Vessel SCI JYOTI, one (1) twenty-foot container, at the applicable tariff charge of \$3,124.00 (Exhibit A).

Amount Paid: \$0 Amount Due: \$3,124.00

2. Bill of Lading No. ZIMUORF181426, dated January 25, 2007, from Chicago to Tema via Norfolk on the Vessel SCI KIRAN, one (1) forty-foot container SAID TO CONTAIN: ARTICLES DONATED FOR RELIEF OR CHARITY, at the applicable tariff charge of \$4,493.00 (Exhibit B).

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Amount Paid: \$0 Amount Due: \$4,493.00

Total Amount Que: \$7,617.00

ZIM INTEGRATED SHIPPING SERVICES LTD -03403-HB Document 1 Filed 04/30/2007 ZIM CONTAINER SERVICE Of 5 200KAB No TO COLUMN WAS NO CUMMINGS TRANSPORT _ ZJMU<u>ORF179674</u> 1017 W. 49TH ST. CHICAGO, IL 60609 P.O.NO. REFERENCE NO. G-2762 CONFIGNEE INAME SIACDRESSY EMC# 17200 PLORENCE WILL JAMS GLOBAL FORWARDING CORP. 9 OCTOBA STREET 7005 F CAVE CREEK ROAD TRI::01 [2344.8537559 | 01122408033364819 S011E 204 CAVE CREEK, AZ 85332 PORCHAS SOCIATOR SECURIOR SA 1 TIMOS SOCIAL SA 1 TIMO <u>jug NGCNIGOUNAU TUNIGRAÇOS MANICO (COCOLO).</u> NOTESTINAMES ADORESSI ILLLINDIS DEMARKS (EARO) FOTO HELL RELIGIO (1967) FLORENCE WILDIAMS 9 OTTGBA SIREEL ${
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